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FROM:McCormick, Paulding, & Huber

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T-746 P.006/009 F-043

Application No.: 10/517,959  
Office Action dated: August 8, 2006  
Response to Office Action dated: November 8, 2006

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REMARKS

This Amendment and Response is submitted in reply to the Office Action dated August 8, 2006, in which the Examiner:

objected to the Abstract;

rejected claims 2-12 under 35 U.S.C. § 112, second paragraph, as indefinite;

rejected claims 1-12 under 35 U.S.C. § 102(b) as anticipated by U.S. Patent No. 4,690,843 to Inagaki.

Applicant respectfully traverses the rejections below. Claims 13-21 having been previously withdrawn, claims 1-12 are currently pending. The current Amendment cancels claim 3 and the withdrawn claims 13-21, amends claims 1-12 and adds new claims 22-25, leaving claims 1, 2, 4-12 and 22-25 pending upon entrance of this Amendment. Claim 1 is the only independent claim.

The Abstract was objected to based on the use of phrases such as, “[t]he invention relates to....” Applicant respectfully submits that no such phrases are present in the replacement Abstract, and requests that the objection to the Abstract be withdrawn.

Claims 2-12 were rejected under 35 U.S.C. § 112, second paragraph, as indefinite, on various grounds, each of which Applicant addresses below.

Claims 2, 10 and 11 were found indefinite based on the term “semi-rigid.” Applicant disagrees with the Examiner’s determination that “semi-rigid” is indefinite. “Semi-rigid” can be defined as “[p]artly or moderately rigid.” *The American Heritage Dictionary of the English Language*, 4th Ed. 2000. While “semi-rigid” may broadly cover materials that are neither flexible nor rigid, breadth does not equal indefiniteness. MPEP 2173.04. Furthermore, Applicant submits that “semi-rigid” is a term of art as applied to films, which would delineate certain types of films to those of ordinary skill in the art.

Claim 2 was further found indefinite based on the recitation “in its formulation.” Claim 2 has been amended to further clarify that “its formulation” refers to the formulation of the semi-rigid film.

Claim 3 was found indefinite based on the recitation “in a technical agent in a registered position.” Claim 3 has been cancelled.

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Claim 4 was found indefinite based on the recitation "coated in the technical agent" and because the recitation "embossed zones that are associated with a high shrinkage ratio" lacked antecedent basis. Applicant is unsure what is unclear about "coated in the technical agent," but notes that this recitation may be clearer to the Examiner in view of the amended claim 1. Additionally, claim 4, as amended, no longer recites "embossed zones" and Applicant respectfully submits that the amended claim 4 recitations all have proper antecedent basis.

Claims 5, 6 and 12 were found indefinite based on the recitation "or the like." Claims 5, 6 and 12 have been amended to remove this recitation.

Claims 7-9 were found indefinite for claim terms lacking antecedent basis. Applicant respectfully submits that each term in the amended claims 7-9 has the proper antecedent basis.

Claims 10 and 11 were found indefinite based on the term "rigid." As with "semi-rigid," Applicant maintains that "rigid" is sufficiently definite. Rigid can be defined as "[n]ot flexible or pliant; stiff." *The American Heritage Dictionary of the English Language*, 4th Ed. 2000.

Claims 11 and 12 were found indefinite based on the references to screening. Applicant is not sure if the Examiner is taking issue with the term "screening" or the term "presents." Claims 11 and 12 have been amended to remove "presents." However, Applicant traverses any rejection to the term "screening." Applicant respectfully submits that the significance of "screening" is clear in view of the Specification and Figures, particularly paragraphs [0057]-[0058] and [0072], and Figures 8 and 9.

For at least the above reasons, Applicant respectfully submits that the rejection of claims 2-12 under 35 U.S.C. § 112, second paragraph, as indefinite, is improper, and should be withdrawn.

Claim 1 was rejected under 35 U.S.C. § 102(b) as anticipated by Inagaki. An anticipation rejection under 35 U.S.C. § 102 is improper unless a single prior art reference shows or discloses each and every claim recitation.

Applicant's amended claim 1 recites, in part, a wrapper for packaging one or more articles, the wrapper comprising wherein the wall of a sleeve is embossed at least in part with a predetermined pattern so that said embossed pattern appears in relief on the outside face and/or the inside face of the sleeve and, in and/or around said embossed pattern, said technical agent being positioned to ensure that said

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embossed pattern remains after said sleeve has been shrunk onto the article(s) to be packaged.

Inagaki does not show or disclose each and every claim 1 recitation. For instance, Inagaki does not show or disclose a sleeve having an embossed pattern that *remains* after the sleeve has been shrunk onto an article. Instead, in Inagaki, the laminated structure of a base film 1 and surface film 2, sandwiching heat foamed ink 3 and a bonding agent 4, shows *no* pattern *before* shrinking (see Inagaki, Figure 1). The string pattern 9 only appears *as a result of* the shrinking due to the expansion of the heat foamed ink 3. (See, e.g., Inagaki, col. 3, lines 1-11.)

Thus, Inagaki does not show or disclose the wrapper recited by Applicant's claim 1, having a sleeve on which an embossed pattern is present *before* heat shrinking. Accordingly, Applicant respectfully submits that the rejection of claim 1 under 35 U.S.C. § 102(b) as anticipated by Inagaki is improper for at least this reason, and should be withdrawn.

Regarding claims 2 and 4-12, these claims all depend, directly or indirectly, from claim 1 and include additional recitations thereto. Accordingly, Applicant respectfully submits that the rejection of claims 2 and 4-12 under 35 U.S.C. § 102(b) as anticipated by Inagaki is improper for at least the reasons stated in connection with claim 1, and should be withdrawn.

Regarding Applicant's new claim 25, new claim 25 depends directly from claim 1 and additionally recites that the sleeve has a single wall. As discussed above, Inagaki's casing is formed from a base film 1 *and* a surface film 2. Thus, Inagaki does not show or disclose the additional recitations of Applicant's claim 25. Accordingly, Applicant respectfully submits that claim 25 would not be properly rejected under 35 U.S.C. § 102(b) for this additional reason.

Having addressed each and every objection and traversed each and every claim rejection, Applicant respectfully requests that the objections and claim rejections be withdrawn, and claims 1-12 and 22-25 be passed to issue.

Applicant respectfully submits that nothing in the current Amendment constitutes new matter. Amendments to claims 1, 2 and 4-12 are supported by at least the original claims and/or are made for conformity to U.S. practice. New

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claims 22-24 are supported at least the original claims from which they depend.

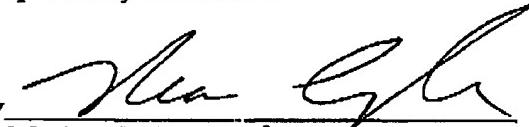
Claim 25 is supported by at least Figure 1 and paragraph [0038] of the Specification.

Amendments to the Abstract are made for conformity with U.S. practice.

Applicant believes no fees are due in connection with this Amendment and Response. If any fees are deemed necessary, please charge any such fees to Deposit Account No. 13-0235.

Respectfully submitted,

By



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